

**VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT
PROMISSORY NOTE
FOR
HOME DEFERRED PAYMENT LOAN**

Amount of HOME subsidy received \$ _____

Period of Affordability:

For value received, the undersigned (hereinafter referred to as Borrower(s)) promises to pay to the order of the Virginia Department of Housing and Community Development, the principal sum of \$ _____ with a zero (0%) percent interest rate.

Annual payments due on the anniversary date of the closing of the loan will be forgiven for each year satisfied during the Period of Affordability. The Borrower(s) may prepay the whole unpaid balance of this indebtedness at any time without penalty.

It is expressly understood and agreed that payments hereunder shall be forgiven on an annual basis provided below as long as the Borrower(s) is not in default on any of the "Property" (used herein shall mean the land and improvements located thereon), as defined below, and are not in default of any obligations secured by the Deed of Trust securing the Note, or under any prior lien on the Property. The Property described in the Deed of Trust granted by the Borrower secures repayment of this Note.

Note holder agrees that the Note will be payable in cash only if the Borrower(s) (a) transfers, sells, assigns the Borrower's rights, title or interest in an to the Property or any part thereof, (b) ceases to occupy the Property as the Borrower's primary residence, (c) defaults on any of the obligation secured by the Property, or (d) elects to prepay this Note in cash. The whole amount of the HOME Deferred Payment Loan secured by this Note will immediately become payable, without notice, upon the happening of any of these events. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The undersigned Borrower(s) and all makers, endorsers, sureties, and guarantors of the Note hereby severally waive the benefit of homestead exemption, nonpayment at maturity, and demand for payment at maturity, to the extent permitted by law. If payment of this Note shall not be made at maturity, the undersigned Borrower(s) and all makers, endorses, sureties, and guarantors agree to pay all costs of collection, including reasonable attorney's fees of not less than ten percent (10%) of the principle hereof.

A Second Deed of Trust secures this Note to the Virginia Department of Housing and Community Development.

THIS NOTE IS SUBJECT TO CALL IN FULL, OR THE TERMS HEREOF
BEING MODIFIED, IN THE EVENT OF ANY SALE, TRANSFER, GIFT, OR
CONVEYANCE OF ANY INTEREST IN THE PROPERTY SECURED BY THE
AFOREMENTIONED SECOND DEED OF TRUST, OR ANY PORTION THEREOF.

WITNESS the following signatures and seals this _____ day of _____,
_____.

Borrower:

Borrower:

